

**From:** [Elie Gabay](#)  
**To:** [Ari Teman](#)  
**Cc:** [Yoni \(Jonathan\) Irom](#)  
**Subject:** RE: Invoice for 20 buildings + Convertible Note  
**Date:** Sunday, March 25, 2018 1:41:00 AM  
**Attachments:** [Terms and Conditions.docx](#)

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Proposed changes to terms and conditions attached.  
Lets discuss once you've had a chance to review.

Thanks,

Elie Gabay  
Coney Realty & Management  
Tel: (718) 338-2010  
Fax: (718) 338-7900

**From:** Ari Teman <ari@teman.com>  
**Sent:** Tuesday, March 13, 2018 6:28 PM  
**To:** Elie Gabay <elie@coneyrealty.com>  
**Cc:** Yoni (Jonathan) Irom <jonathani@gkh-law.com>  
**Subject:** Invoice for 20 buildings + Convertible Note

Hi Elie,

Great chatting and thanks again. I'm excited to work together on this and appreciate your faith in me and the team.

Here is:

1. a template you can use for the 20 buildings. We can batch it for you if you need. If your office can send the 20 checks or wire this week that'll be helpful so I can make the wire to China and fly there next week to oversee final production steps.
2. the \$40k convertible note to FRIEND OR FRAUD INC (which holds Property Panel INC, GateGuard INC, and LookLock.xyz, but not SubletSpy, as mentioned). This is the same note **and terms Kerry Miller (Goldman Sachs, now a VC) did** -- based on the Y Combinator SAFE note. Copied is Yoni Irom of GKH law (they were Waze's law firm) with any questions.

Here is the wiring for the note:

**WIRE INSTRUCTIONS FOR THE NOTE:**

Bank name: Bank of America  
Address: 100 North Tryon Street, Charlotte, North Carolina 28255  
Phone number: [+17043865681](tel:+17043865681)  
Website: <http://www.bankofamerica.com/>  
SWIFT code: BOFAUS3N



SDNY\_000544

Friend or Fraud INC  
ACCOUNT: 483056100351  
ROUTING: 021000322

Let me know how I can be helpful.

Ari



**Ari Teman | Founder | teman™**

We make Real Estate proactive with Artificial Intelligence

212-203-3714

106 W 32nd Street, NYC

<https://teman.com> | [ari@teman.com](mailto:ari@teman.com)

Services:

GateGuard.xyz | Face-recognition entry panel, intercom, AI virtual doorman + camera system



LookLock.xyz | Smart Lock w/Video Doorbell + Security Camera + Concierge  
(Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets

**Featured in:**

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

**Visit us for a demo:**

We're closest to: 1-2-3 / B-D-F-M / N-Q-R-W / PATH / A-B-C-E / 6

**10 SECOND VIDEO:**

GateGuard.xyz Face Recognition in Action

<https://www.youtube.com/watch?v=1kxz8kbTB5o>

All conversations are off-the-record. Social Media, too.  
Terms apply to each service. Each service is a different entity.  
Terms cannot be changed via email or oral agreement.

TERMS & CONDITIONS

## GateGuard INC

Last Revised: November 30, 2017, 3:30PM

HI THERE!

**PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.**

GateGuard INC, a Delaware Corporation (hereinafter referred to as "GateGuard", "we", "us", or "our") welcomes you ("User(s)" or "you") to our website at: <http://GateGuard.xyz> or <https://teman.com> (the "Site") which can be used to acquire a facial-recognition and amenities building entry system (the "Service(s)"). You may use the Site and any Services acquired by you from GateGuard in accordance with the terms and conditions hereunder. It is hereby made clear that the term "Site" shall also include any "Services" provided by GateGuard, whether subscribed for through the Site or offline. You may use the Site in accordance with the terms and conditions hereunder.

### 1. Acceptance of the Terms

By using the Site and/or the Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site and/or the Services and constitute a binding legal agreement between you and GateGuard.

By entering, connecting to, accessing or using the Site, you also acknowledge that you have read and understood the terms of our Privacy Policy which is available at: <http://GateGuard.xyz/legal/privacy.php> and you agree to be bound by it and to comply with all applicable laws and regulations regarding your use of the Site.

**VIOLATING THESE TERMS MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES. IF YOU DO NOT AGREE TO THESE TERMS, YOU HAVE NO RIGHT TO OBTAIN INFORMATION FROM OR OTHERWISE CONTINUE USING THE SITE AND/OR THE SERVICES AND YOU ARE REQUESTED NOT ENTER INTO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICES IN ANY MANNER.**

The Site is available only to individuals who (a) are at least eighteen (18) years old (see section 17 below); and (b) possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law.

### 2. The Service

The Service can be used to facilitate the monitoring of building entry, including but not limited to tenants, staff, guests, vendors, government officials, enforcement agents, trespassers, and illegal subletters. The service may also provide amenities such as remove unlock, package scanning, and more.

GateGuard's responsibilities for the Services offered are limited to: (i) enabling people to enter the building by selecting a unit and entering a code, (ii) enabling people to enter the building by having someone remotely unlock the door via mobile device or apartment panel (optional, not included), (iii) enabling the Client to see a log of building entries, and filter by unit, face, person, and time. All services may be modified, updated, added, or ~~removed~~ at any time.

This Site provides comprehensive information regarding GateGuard and may include additional content related thereto such as contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, documentation, data, related graphics, know-how, specifications materials, designs, data, the "look and feel" of the Site, GUI, interactive features and other features obtained from or through the Site (collectively, the "Content").

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO GateGuard. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN AND THE CONTENT (AS SUCH TERM IS DEFINED BELOW) ARE PROVIDED ON AN "AS IS" BASIS. GateGuard WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH SERVICES PROVIDED. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT GateGuard MAKES NO RECOMMENDATIONS AND SUGGESTS NO ACTION. YOU UNDERSTAND GateGuard IS NOT AN ATTORNEY, LAW FIRM, LAW ENFORCEMENT, OR GOVERNMENT AGENCY. YOU AGREE AND ACKNOWLEDGE YOU WILL NOT TAKE ACTION BASED ON GateGuard INFORMATION. INFORMATION WE PRESENT ON OUR SITE OR OTHERWISE MAKE AVAILABLE TO YOU IS MERELY OPINION AND NOT REPRESENTED AS FACT AND WE ENCOURAGE YOU NOT TO ACT UPON IT WITHOUT DOING YOUR OWN INVESTIGATION AND DUE DILIGENCE.

GateGuard IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL INFORMATION AND ANY ACTIONS TAKEN ARE AT THE USER'S OWN RISK.

GateGuard may need access to update, repair, replace, or test devices. BY USING THIS SITE YOU GIVE GateGuard FULL PERMISSION TO ACCESS ANY PROPERTY OF YOURS, DIGITAL OR REAL WORLD, IN ANY METHOD, FOR ANY PURPOSE. BY CLICKING ANY LINK OR BUTTON, YOU REITERATE YOUR AGREEMENT.

### **3. Account Registration**

In order to access certain features of the Service you must register and create an account ("Account"). Registration can be done by completing the registration form available on the Site.

Your Account is password protected. In order to protect the security of your personal information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You are fully and solely responsible for the security of your computer system and all activity on your Account, even if such activities were not committed by you. You must provide accurate and complete information when creating an Account and you agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. GateGuard reserves the right to suspend or terminate your Account and your access to the Site without refund if you create more than one (1) Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. GateGuard also reserves the right, at its sole discretion, to remove or reclaim any username at any time, for any other reason. If you wish to either change your user name or password to log-in to the Site, you may use Site menus or

you can send us an e-mail of your request to: support.team@GateGuard.xyz. Your Account will terminate within reasonable time following termination of your subscription to the Services, in accordance with terms set forth herein, and from that date of termination you will no longer be able to access your Account (see further details with respect thereto in the Privacy Policy).

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED TO US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

#### **4. Use Conditions and Restrictions**

There are certain conditions which are strictly required and certain conducts which are strictly prohibited, when using the Site. Please read the following conditions and restrictions carefully. Failure to comply with any of the provisions set forth herein may also expose a User to civil and/or criminal liability.

You may not (and you may not permit any third party to) unless otherwise explicitly permitted under these Terms: (a) use the Site and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or Content for non-personal or commercial purposes without GateGuard's express prior written consent; (c) remove or disassociate, from the Content and/or the Site any restrictions and signs indicating proprietary rights of GateGuard or its licensors, including but not limited to any proprietary notices contained in such materials (such as " ", or " ), and you represent and warrant that you will abide by all applicable laws in this respect; (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that GateGuard endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site; (i) copy, modify, alter, adapt, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made available by GateGuard on or through the Site, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to GateGuard's proprietary rights, including GateGuard's Intellectual Property (as defined below), in any way or by any means, unless expressly permitted in the Terms and/or under any applicable laws which expressly permits such actions; (k) make any use of the Content on any other site or networked computer environment for any purpose, without GateGuard's prior written consent; (l) create a browser or border environment around GateGuard Content (no frames or inline linking is allowed); (m) sell, license, or exploit for

any commercial purposes any use of or access to the Site and/or Content; (n) frame or mirror any part of the Site without GateGuard's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site; (p) interfere with or damage the Site, including, without limitation by transmitting or otherwise making available in connection with the Site any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) use the Site for any purpose for which the Site is not intended; (r) infringe and/or violate any of the Terms; (s) provide to us any content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for GateGuard to use or possess in connection with the Site (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent or any content which infringes upon third party privacy rights); (t) Use the Site to infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (u) use the Site to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; (v) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, including forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or to send altered, deceptive or false source-identifying information; (w) provide any information we give you to any third party without our written consent; (x) share any information provided to you by us or otherwise in connection with the Site or Service with any site that provides listings of, including by not limited to: shared housing, sublets, real estate, "bed and breakfasts", hotels, apartments, housing, dorms, couch surfing, emergency housing, shelter, law enforcement, real estate news, without prior written consent from us; (y) to the extent permitted by law, share any information provided to you with any law enforcement or government or court entity of any kind in any jurisdiction without prior written consent from us; or (z) advocate, encourage, or assist any third party in doing any of the foregoing.

Without derogating from the foregoing you acknowledge and agree that you will not share Content or any other information provided to you by us or otherwise made available in connection with the Site with any employee, contractor, agent, partner, vendor, investor, affiliate, attorney or law firm, investigator, or anyone with any relationship with any listing website or service, including, without limitation, Airbnb (including any company owned or affiliated with or operated by Airbnb, Inc., including but not limited to: Airbnb Payments, Inc., Airbnb Ireland, Airbnb Payments UK Ltd), VRBO, Homeaway, Craigslist, booking.com, or any other site where short term rentals or rentals of any kind are available or. If you violate this provision, you agree to pay \$10,000 per host or listing or results page or table shared, and any and all legal fees to recover from you, successfully or not, and any damages claimed by them against us, and any legal fees we are required to pay to defend such claim. You further agree that you will not share Content or any other information provided to you by us or otherwise in connection with the Site with any employee, contractor, agent, partner, vendor, investor, affiliate, attorney or law firm, investigator, or anyone with any relationship with any law enforcement agencies, any press, any violators of housing law, any government officer, any government employees or contractors or any politician, without our consent. GateGuard has the right

to investigate and prosecute violations of any of the above to the fullest extent permitted by the law.

## 5. Orders and Fees ("Pricing")

You may purchase subscriptions to Services by submitting orders via the Site. All orders are subject to acceptance by GateGuard. The applicable fees shall be as stipulated in the price list made available by GateGuard on the Site from time to time, and subject to the additional payment terms stipulated at: <http://GateGuard.xyz/legal/payment.php> (aka "Pricing"), from time to time. GateGuard reserves the right to reasonably amend the price list and payment terms from time to time in its sole discretion, in which case any further purchase of additional Services or renewal of Services shall be subject to the price list and payment terms in effect at the time of additional purchase or renewal. We'd love to keep things cheap (or even free), but life sometimes throws surprises. GateGuard may modify pricing for any reason, such as but not limited to increased government fees, taxes, regulations, supplier costs, labor costs, etc.. ~~We may raise pricing on monthly fees at a rate of up to 100% per year, but no more than a 350% increase over 3 years (that is, as an example only: for every one dollar (\$1) at the start, that \$1 cannot be raised to more than \$3.50 every 3 years, but can again be raised after in the same cycle). Increases within this limit do not allow for cancellation and you accept that they may incur.~~

GateGuard may and will pass-on any government fees, taxes, fines, penalties, registration costs, and other government issued fees directly to you. In the event GateGuard is issued any type of government fee or tax of any kind as a general item and not specific to a customer, we may device it by customers or devices and add it to a "Government Taxes & Fees" line item on your invoice.

### 5.B. Amenities and Services

You agree that GateGuard may sell through the site, apps, panels, wifi, and any other contact method or platform additional services directly to your tenants. These may include, but are not limited to, such things as insurance, rent payment services, internet connectivity, delivery services, cleaning services, online platforms, etc. GateGuard is not responsible to share any revenue from these services. The Client has no veto rights over such services.

GateGuard will not revenue share with you in any way in any area for any service, item, product, device, or ~~anything anything~~ from which we earn revenue at any time.

### 5.D. Internet Connectivity & Permission to Install Connectivity Devices

You agree that GateGuard's entry system requires broadband internet access capable of uploading video clips at high speed. You agree GateGuard may take actions and install devices to provide connectivity in the area, and/or to strengthen the connectivity in the area.

GateGuard, its partners or affiliates shall have the right to install ancillary equipment and antennas on the rooftop of the facility for the transmission and reception of communications signals, in support of GateGuard's services and general security at or around the Building, and the installation, construction, maintenance, operation, repair, replacement of its communications fixtures and related equipment, cables, accessories and improvements, as well as the right to test, survey and review title on the Property. Recipients hereby grants to any utility company providing utility services to GateGuard, its partners or affiliates, a non-exclusive easement over the Property, from an open and improved public road to the Premises, and upon the Premises and upon

GateGuard's or a utility company's request, Recipients will execute a separate recordable easement evidencing this grant, at no cost to GateGuard, its agents or the public utility.

You agree to provide internet access and bring a CAT5 Ethernet cable and power supply (grounded outlet, and UPS, or 12V 5AMP) to any door to which you will have us install GateGuard if asked, at your expense. You agree that if you ask us to handle such installation you will be billed at our Rates (see Pricing).

You agree to have redundant power (UPS, Uninterrupted Power Supply) and that any internet or power failures and any damaging resulting from such are not the responsibility of GateGuard. You may order an Uninterrupted Power Supply to be installed with GateGuard.

You agree that GateGuard may install WiFi routers, repeaters, and has the right to install any equipment necessary to provide such connectivity, and necessary wiring, throughout your building to provide connectivity to remote panels (such as for Rent Regulated tenants who demand an in-apartment door monitor (not included in price)). You agree that GateGuard may bring internet to the building and sell or resell connectivity to the tenants from this network. You agree not to restrict or limit in any way GateGuard's ability to connect internet to the building. GateGuard may bring internet to the building via: Fiber Optic line, DSL, Cable, Cellular, Satellite, or any other method and install any devices, equipment, wiring, cameras, or other such technology as required to provide connectivity, monitoring, and security for GateGuard equipment as GateGuard sees fit. In the event any device we give or sell you exceeds 200MB of data transferred over a SIM card installed you will be billed at a rate of \$15 per GB (gigabyte), rounded up to the nearest half gigabyte (500 MB), regardless of if this is caused by you, a tenant, a stranger, us, a contractor, or anyone.

GateGuard may give or sell bandwidth and/or other usage of connectivity devices we install or have installed or our affiliates install as we choose and we are not required to share in any revenues, fees, or other profits or gains, from the above.

You agree that GateGuard may drill, cut, screw, cement, anchor, bolt, glue, fasten, place, stick and otherwise modify and/or attach to your building in any way it sees fit to install its system and services and connectivity devices. You assume any and all liability for this.

You agree to never interfere, move, adjust, touch, paint, modify, block, occlude, cover, or otherwise change or impact or harm our connectivity equipment and antennae. You agree not to place any antenna(e) or connectivity devices on your roof or building exterior without our written permission. You agree we may plug into and use the nearest electric source at your building at your expense for any devices or connectivity devices or antennae. You agree we may transfer the rights of any devices we place for connectivity to anyone at our sole discretion.

You agree we may access your properties 24/7/365.5 (always, at any time), and that you will provide access on request within 30 minutes at any time. You agree we may install, break, drill, replace, and/or modify locks which provide access to any area of your property where we have placed or wish to place equipment or items of any kind. You agree to provide GateGuard access to any room, section, floor, hallway, elevator, shaft, or area of your building at any time we demand, and within 90 minutes notice. You agree that any time over 90 minutes will be billed to you at our hourly rates.

In the event of a loss of 4G or cellular service availability for any reason you agree to provide WiFi connectivity at your cost. If you do not provide it, GG may enter the building and provide it, at the Standard Labor Rates at the time of services.



#### 5.D. PropertyPanel.xyz Requirement

You agree that GateGuard will run on the PropertyPanel.xyz (by PropertyPanel, Inc., a DELAWARE corporation) platform and an account at PropertyPanel.xyz may be required to use the service at the time PropertyPanel.xyz goes live. ~~You understand that the monthly subscription fees for PropertyPanel.xyz are not included in any payments for GateGuard.xyz. You understand that failure to maintain a PropertyPanel.xyz login may prohibit you from accessing and using GateGuard's dashboard as it runs on PropertyPanel.xyz.~~

#### 5.E. Panel & Equipment Ownership

You agree that you are purchasing only a license to use a GateGuard panel and equipment and that should you stop paying for monitoring services, GateGuard has the right to remove any and all GateGuard equipment and/or shut of any and all GateGuard services and other services provided by GateGuard.

~~GateGuard reserves the right to terminate service and remove equipment at its own discretion, for any reason.~~ This is primarily disclaimed for the potential case where the rate of abuse or failure, such as due to vandalism by tenants or unreliable power or internet sources, makes supporting that installation too costly, burdensome, or unreliable to GateGuard to provide excellent service.

#### 5.F. Insurance & Repair

In the event someone or something damages a GateGuard Panel so that is inoperable GateGuard will replace the panel, with a deductible. GateGuard will do this up to 2 times, after which the deductible raises to twice its cost (if the deductible is \$699 it goes to \$1299). Should the panel fail on its own, due to an internal fault, GateGuard will replace it within the first year at no cost, and for \$699 after 2 years and onward.

GateGuard will make every effort to replace panels within 1 business day, but cannot guarantee replacement time due to the many variables involved with why a replacement may be needed, location, and installation requirements.

In the event someone damages a LookLock, we will replace it for \$199 plus shipping. Installation and labor are not included in any LookLock purchase.

Labor is never insured or warranted in any way.

#### 5.G. Installation only included in price in NYC

As of now, GateGuard installation is only available from us in New York City. We may make an effort to locate licensed, experienced installers in other cities for you, and help them in understanding the installation process but we cannot guarantee this or their work. Should you need installation in other cities, please ask and let us know how we can be helpful.

#### 5.H. Software Changes

You understand we may change, update, modify, reduce, increase, or otherwise alter the software on the Panels and Site and Apps and Services and any software. This includes but is not limited to: remove or add services, change the interface, add or remove buttons and options, change the method of access, change the methods of storage, encryption, and usage. All software changes will be notified to client in advance of implementation on the Gate Guard units.

#### 5.I. Hardware Changes

You understand we may change, update, modify, reduce, increase, or otherwise alter the hardware. You agree that renderings of the hardware on the website may be differ slightly or drastically what is installed. You agree that we may, at any time, replace hardware installed, or add any hardware

we wish, such as but not including: replacing panels, cameras, wiring, components, power sources, internet connectivity hardware, antennas, kiosks, screens, lighting, etc. You agree that GateGuard may do so at any time and does not require prior permission to enter a property and replace, add, remove, or alter hardware and/or software.

#### 5.H. Insurance

You agree to carry insurance against ~~cyber attacks~~ (“~~cyber insurance~~”), property damage, and other damage to the devices. You agree that should anyone damage a GateGuard panel or other equipment, GateGuard may place a claim with your insurance company to recoup the costs incurred in replacing and/or repairing any devices or equipment, including but not limited to hardware costs and hourly staff costs at our Hourly Installation Rate. Why is GateGuard placing a claim if We own the unit?

#### 5.J. Shipment & Installation

You agree that this service is in development and while every effort will be made to ship near 90 days of your order, delays from our suppliers and developers may occur, as well as delays in scheduling installation and in internet access and power being brought to the door. We cannot and do not guarantee any shipping date. Orders could be delayed up to 200 days from the estimated delivery date due to supply chain issues, customs issues, insurance, code issues, legal issues, etc. You agree and represent you will not suffer any loss or damage because of this, and will not seek any damages.

In the event you elect for us or a third party working for us to install any services: We will not patch any hole caused by removal of existing intercom; We will remove existing intercom panel and discard it. We will not replace or return the intercom for any reason. You accept at the moment of agreeing to these terms that your existing intercom is valueless and you suffer no loss from its removal. We do not wire tablets or panels into apartment units. We will not enter apartment units unless otherwise agreed to in writing by you, the tenant, and us. We do not integrate or connect in any way to existing intercom parts.

Rent Stabilized tenants may be required by law (such as NYC’s DHCR) to be given a tablet or mobile device to use as their buzzer to avoid a Reduction in Services. You may purchase our TAB 700 in sets of 10, or use any Android 6.0+ or iOS 10+ device. Wall mounting and installing are not included or guaranteed. You agree that finding a tablet for tenants to use is your responsibility and we are not required to provide or have available any TAB 700 or any other tablets

#### 5.K. Security Deposit(s)

We will take security deposits for devices which are given free. This is to protect us against folks who fail to pay service fees, and folks who fail to install the devices. Security Deposits for GateGuard.xyz devices given for free at \$849. The security deposit will be returned in 10 years if full payment of fees has been made.

Any payment later than 30 days, or any failure to pay any bill for more than 30 days forfeits the security deposit.

The following will forfeit the security deposit: Breaking or replacing the device (even with insurance, as we give it at a loss); Failing to make a monthly payment for more than 30 days; Engaging in any litigation; Posting negative reviews; Removing or disabling or interfering with the devices or service at any time; Breaching the contract in any way; Harassing or cursing at staff or contractors; Personally moving or opening a device without permission; Creating, investing in, supporting, or helping in any way a competitive or similar product or service; Vandalizing the product or services or any of our property; Causing us to incur costs greater than the security deposit;

#### ~~5.L. 10 Year Contract on Service; 15 years on Connectivity Devices~~

~~You agree this is a ten year (10 year) contract, meaning you agree to keep our devices installed and services operating for 10 years, and that monthly fees are due for all 12 months of all 10 years.~~

~~Penalty for vandalizing or damaging devices or services intentionally: Breaching this contract by vandalizing any device or intentionally causing any device or antennae to not operate costs \$50,000;~~

~~or the highest yearly revenue of any year for that device (or devices) per year, if this is greater, for the remaining time, plus legal fees.~~

~~Because we may place an antennae used by other services, antennae and any connectivity devices, must stay in place for 15 years from the date of installation, even in the event of service cancellation, building sales, renovation, and even demolition. In the event the building is sold it can only be sold on condition this entire contract remain fully binding on the purchaser.~~

#### 6. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site. Our policy and practices and the type of information collected are described in our Privacy Policy available at <http://GateGuard.xyz> which is incorporated herein by reference. You agree that GateGuard may use personal information that you provide or make available to GateGuard in accordance with the Privacy Policy. If you intend to connect to, access or use the Site you must first read and agree to the Privacy Policy.

The Site may allow you to upload or otherwise make available to GateGuard your own information, including materials such as text, images, photos or videos. Please be sure that while sharing information you respect the intellectual property and privacy rights of third parties who have any rights with respect to information you make available to GateGuard. GateGuard will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with any such receipt of such information or materials.

To the extent that you share with us any information pertaining to third parties, whether general information or personnel information: (i) you hereby represent that you have received from the applicable data subjects any required consent under any applicable privacy laws, for use of such information for the purpose for which you share such information with us, in accordance with the Privacy Policy, as may be amended from time to time; and (ii) you grant GateGuard a perpetual, non-exclusive, royalty-free, and worldwide license to use, publicly display, communicate, distribute, host, publish, reproduce, make modifications or derivatives work of and store, any such information, as may be required in connection with the operation of the Site or provision of Services by GateGuard.

#### 6.B. Monitored Information.

You acknowledge that GateGuard collects and monitors, automatically and/or manually people, property, and objects entering and approaching your property. You agree that all data collected by GateGuard and its devices and services becomes property of GateGuard.

#### 7. Confidential Information.

You shall not disclose to third parties nor use for any purpose other than for the proper use of the Site any Confidential Information received from GateGuard in whatever form under these Terms or in connection with the Services without the prior written permission of GateGuard. "Confidential Information" shall mean all data and information, not made available to the general public, oral or written, that relates to GateGuard, the Site and/or the Services, including without limitation these Terms and any agreement between you and GateGuard or the identity of individuals involved in the making, ownership, investment in, or operation of GateGuard. You shall limit access to Confidential Information to those of your personnel for whom such access is reasonably necessary for the proper use of the Services under these Terms. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein. You shall be responsible for any breach of these Terms by any of your personnel.

You shall protect the Confidential Information with the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or use of Confidential Information, as you exercise in protecting your own proprietary information. The aforementioned limitations shall not apply to Confidential Information which you can demonstrate: (i) was in your possession prior to disclosure hereunder provided that, immediately upon disclosure, you have brought this fact to the attention of GateGuard; or (ii) was in the public domain at the time of disclosure or later

became part of the public domain without breach of the confidentiality obligations herein contained; or (iii) was disclosed by a third party without breach of any obligation of confidentiality; or (iv) is disclosed pursuant to administrative or judicial action, provided that you shall use your best efforts to maintain the confidentiality of the Confidential Information. If only a portion of the Confidential Information falls under any of the above alternatives, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of these Terms.

8. Intellectual Property Rights

The Site, the Services the Content, and any other proprietary assets of GateGuard and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to GateGuard and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by GateGuard and its licensors. The Terms do not convey to you an interest in or to GateGuard Intellectual Property but only a limited, revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of GateGuard's Intellectual Property under any law. No licenses is granted to you by implication or otherwise under any Intellectual Property rights owned or controlled by GateGuard or its licensors, except for the licenses and rights expressly granted under these Terms. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site and/or Content, except as expressly permitted in these Terms.

To the extent you provide any feedback, comments or suggestions to GateGuard ("Feedback"), GateGuard shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any GateGuard current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Furthermore, you warrant that your Feedback is not subject to any license terms that would purport to require GateGuard to comply with any additional obligations with respect to any GateGuard current or future products, technologies or services that incorporate any Feedback.

9. Trademarks and Trade names

GateGuard's marks and logos and all other proprietary identifiers used by GateGuard in connection with the Site ("GateGuard Trademarks") are all trademarks and/or trade names of GateGuard, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners ("Third Party Marks"). No right, license, or interest to GateGuard Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

You hereby agree that we may use your logos, brands, name, and intellectual property in any way we wish, including for marketing, investigation, promotional, and any other purpose.

10. Changes to the Site

GateGuard reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Site (or any part thereof, including but not limited to the Services or Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided via this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that GateGuard shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein.

11. Links to Third Party Sites

The Site may contain links to third-party websites or resources or embed third-party services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of GateGuard and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. You acknowledge and agree that GateGuard is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by GateGuard of such websites or resources or the content, products, or services available from such websites or resources.

You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collecting.

12. Disclaimer of Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, GateGuard, INCLUDING ITS VENDORS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS ("GateGuard REPRESENTATIVES") EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF GateGuard. THE SITE'S AVAILABILITY AND FUNCTIONALITY DEPENDS ON VARIOUS FACTORS, SUCH AS COMMUNICATION NETWORKS, HARDWARE, SOFTWARE AND GateGuard's SERVICE PROVIDERS AND CONTRACTORS. WE DO NOT WARRANT OR GUARANTEE (I) THAT THE SITE OR IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AVAILABLE THEREON OR THROUGH THE SITE (INCLUDING THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS). GateGuard MAKES NO WARRANTY THAT THE SITE OR CONTENT, INCLUDING, BUT NOT LIMITED TO, REPORTS, ALERTS OR DATA WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. GateGuard MAKES NO WARRANTY REGARDING THE QUALITY OF ANY INFORMATION OR CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT OBTAINED THROUGH THE SITE OR IN CONNECTION WITH THE SERVICES.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN GateGuard. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE, THE SERVICES AND/OR THE CONTENT IS ENTIRELY AT YOUR OWN RISK. YOU FURTHER AGREE THAT GateGuard AND THE GateGuard REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY YOUR OR ANYONE'S USE OF THE GateGuard SERVICES, SITE, INFORMATION, ALERTS, OR REPORTS.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

13. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND CONTENT REMAINS WITH YOU. NEITHER GateGuard NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GateGuard HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL GateGuard'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE EXCEED THE AMOUNTS YOU HAVE PAID IN THE ONE (1) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. YOU AGREE, REGARDLESS OF PAYMENTS, OUR MAXIMUM LIABILITY IS \$10,000 OR YOUR LATEST MONTHLY FEE, WHICHEVER IS LOWER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GateGuard AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Indemnification

You agree to release, defend, indemnify, and hold GateGuard and its affiliates, including all GateGuard Representatives, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Service or the Site or the Content.

You agree GateGuard is not responsible for breaches, real or digital, that result in damage to your property or business. Always have redundant systems, insurance, and emergency plans.

You understand that GateGuard may use contractors and third-parties to provide services and that you hold these third parties, their affiliates and subsidiaries and contractors and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without



limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

You understand and accept that Friend or Fraud (Friend or Fraud INC in the USA, and Friend or Fraud LTD in Israel) is a provider of technical knowledge and expertise and is not responsible in any way for the Services, Site, or Content of GateGuard. You agree to hold Friend or Fraud, its affiliates and subsidiaries and contractors and its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval. It is hereby clarified that the defense and indemnification obligations set forth herein will survive these Terms.

15. Amendments to the Terms

GateGuard may, at its sole discretion, at any time and without prior notice, change the Terms from time to time, including any other policies incorporated thereto, and including any pricing and fees, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice. By continuing to access or use the Site after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

16. ~~Termination of the Services' operation~~

~~At any time, GateGuard may discontinue your use of the Service in its sole discretion with or without any reason or prior notice, in addition to any other remedies that may be available to GateGuard under any applicable law. Additionally, GateGuard may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that GateGuard does not assume any responsibility with respect to, or in connection with the termination of the Site's operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.~~

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17. Minors

To use the Site you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of eighteen (18) are not using the Site. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

18. Governing Law; Jurisdiction; Dispute Resolution

Certain additional legal terms, related to interpretation of these Terms, their governing law and other terms and restrictions related to the resolution of any dispute, claim or controversy between you and GateGuard, shall be as stipulated at: <http://GateGuard.xyz/legal/dispute.php> from time to time (the "Dispute Resolution Terms"). By accepting these Terms or otherwise entering, connecting to, accessing or using the Site, you acknowledge that you have read and understood the Dispute Resolution Terms, which are incorporated herein by reference, and you agree to be bound by and to comply with such Dispute Resolution Terms, and any provision thereof.

19. General

Entire Agreement - These Terms constitute the entire and exclusive understanding and agreement between GateGuard and you regarding the Site, Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between GateGuard and you regarding the Site, and/or Content.

Assignment - You may not assign or transfer these Terms, by operation of law or otherwise, without GateGuard's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. GateGuard may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices - Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by GateGuard (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted and for notices made by posting to the Site the date of receipt will be deemed the date on which such notice is posted.

Interpretation - Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

No Waiver; Cumulative Remedies; Severability - The failure of GateGuard to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of GateGuard. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Third Party Beneficiaries - These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the third party payment service providers and payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

20. Exclusivity

You agree and accept that you will not put any lock or acted controlled controlled remotely, or any lock or access device opened by code or touch or biometrics or pattern, or any keyless access control device or system on any property where you have ordered GateGuard or LookLock.xyz. You will remove and/or give us permission to remove any such systems already in place or placed during the life of this contract.



~~You agree to place into all leases & sub-lease documents and "house rules", and enforce, a complete ban on Amazon Key, Latch, Jet.com access control products, Amazon access control products, Google Access control products, Target Access control products, UPS access control products, FedEx access control products, DHL access control products, and other similar services and devices from any other provider or service. This is because of a loss of safety and security when third party services can open doors (We can't always monitor what other services do).~~

You agree that ~~tenants and~~ staff and you may not give Visitor Codes to courier or task services. Couriers & Task Services may only get Visitor Codes or other long-standing or ongoing access from us. Couriers & Task Services include, but are not limited to: UPS, USPS, FEDEX, AMAZON, RDS, DHL, LAZERSHIP, UBER (UBER RUSH, UBER EATS), LYFT, GETT, JUMO, HOMER, HANDY, HOME DEPOT, IKEA, LOWES, TASKRABBIT, TARGET, KMART, Seamless, Grubhub, Fodler, Eat24, Yelp, CLEANLY, FLYCLEANERS, DOLAUNDRYFORME, MYCLEAN, and any similar services.

You agree tenants, occupants, and shareholders may only purchase access control products for your properties from us on our website.

GateGuard will be the exclusive provider of Package Management Services to you and your PROPERTIES(S) for ten (10) years.

#### 21. Equipment and Tenant Information Services

~~GateGuard may place a kiosk, or kiosks, on walls, floor stands, doorman areas, concierge areas, elevators, elevator banks, and/or the storage areas (lockers, doors, or other surface) where tenants can see updates on packages and other services. These kiosks may also display information such as weather, promotions, discounts, events, partner notices, building information, and other items at GateGuard's discretion. The kiosks may or may not be interactive. They may or may not include printers, shipping supplies, and other items for use, or sale. They may have sensors and cameras to prevent vandalism and gather usage information.~~

~~For unattended buildings, and for attended buildings where the door person may step away or not be there 24/7/365, or for attended buildings, Teman may place a GateGuard Panel that enables couriers to enter the building.~~

#### 22. Safety & Efficiency:

##### OVERVIEW:

The goal of this system is to remove the burden and liability of package management from the management company, building officers, and staff, and to remove risks associated with package management. As such, GateGuard will have control over all aspects package delivery, from who can deliver into the system, to when, and what. For example, GateGuard may require certain packages to be brought to a holding facility to be delivered overnight (12am to 6am) instead of during peak traffic where they pose a nuisance and/or risk to tenants. The preceding is only intended as one example.

GateGuard may allow or disallow any delivery service, courier, or other organization or individual from accessing the service, or placing items into any package area. GateGuard may disallow any product or item into package area, such as but not limited to hazardous, oversized, or overweight items that may pose a risk to equipment and humans.

GateGuard may require any or all Services to deliver to Holding Locations. This is for logistical reasons, such as to avoid overload, or traffic, or annoying residents at peak times, or excessive burden on the system or financials of the system. GateGuard may charge services a fee for usage of holding services. (Services will be able to deny this charge if they choose to hold the package themselves and re-deliver it at an approved time or return the package to its source).

GateGuard may deliver to the building between the hours of 12am and 6am. To maintain order, GateGuard has exclusive rights to serve as courier during these hours. GateGuard may charge services a fee for deliveries during this time. (Services will be able to deny this charge if they choose to hold the package themselves and re-deliver it at an approved time).

Packages left in lockers for a long period of time, which shall be at GateGuard's discretion, may be moved to a holding facility and/or charged fees for longer storage, retrieval, or re-delivery. The fees will be disclosed at the location and the tenant notified of the impending fees should they fail to retrieve their package.

Management will give GateGuard a list of tenants and others allowed to access the system. GateGuard may also give access to the system at its discretion. GateGuard may integrate with management's computer systems so as to sync tenant information.

GateGuard may remove and/or replace and/or modify any other package receptacles and storage systems and package management systems in-place.

Liability for packages remains with the courier unless the package is in the GateGuard locker and it is stolen or damaged through technical fault of GateGuard.

GateGuard may access these devices and the floors they are in at any time. GateGuard may access the stairs, elevators, lobbies, loading areas, trash areas, laundry areas, storage areas, hallways, roofs, and other areas at any time.

Where a building is physically or legally impossible to install into, for GateGuard, or where GateGuard decides they cannot install into, it shall not nullify the rest of the agreement.

To prevent the "smuggling" of illegal objects, from packages to suitcases, GateGuard shall be the exclusive provider of guest management and tracking, access management, and surveillance services. Management company staff must ask guests to check-in with the GateGuard system. Management company must require the use of GateGuard systems for access control and surveillance and replace existing systems with GateGuard-enabled systems when required by GateGuard.

#### 23. Redundant Connectivity Among GateGuard and other Devices & Additional Connectivity Terms

As these devices are internet-enabled and serves may be internet-dependent: GateGuard may place antennae and related equipment on the roofs and sides of buildings to provide connectivity for GateGuard and other services, and plug into and use the building's power. GateGuard may enable third parties at its sole discretion to connect and/or otherwise use or interact with these antennas for any purpose. "Antenna" shall include equipment needed to support the functionality of the antennae such as battery backup, power, cooling, poles, etc. GateGuard may connect to the building's existing internet used for any surveillance or data services or connect an internet source.

GateGuard, its partners or affiliates shall have the right to install ancillary equipment and antennas on the rooftop and/or sides or other surfaces interior or exterior of the facility for the transmission and reception of communications signals, in support of GateGuard's services and general security at or around the Building, and the installation, construction, maintenance, operation, repair, replacement of its communications fixtures and related equipment, cables, accessories and improvements, as well as the right to test, survey and review title on the Property. Recipients hereby grants to any utility company providing utility services to GateGuard, its partners or affiliates, a non-exclusive easement over the Property, from an open and improved public road to the Premises, and upon the Premises and upon GateGuard's or a utility company's request, Recipients will execute a separate recordable easement evidencing this grant, at no cost to GateGuard, its agents or the public utility.

In the event an existing building agreement prevents the placement of antennae on the roof and/or sides of the building, the Recipient agrees to condo-out a 80"x80" rooftop section to be made a separate entity not subject to the exclusivity agreement in any fashion specified by GateGuard. GateGuard may place internet connectivity equipment & wiring in the basement, utility room(s), network equipment rooms, reception desk, inside walls, floors, ceilings, at its discretion.

#### 24. Exclusivity 2:

~~Recipients may not sign an exclusive or discount courier agreement with anyone else. Recipients may not place another package management system in their building or operations. GateGuard may remove any package system. GateGuard may remove shelving and other package storing apparatus to make room for GateGuard systems or any other reason.~~

## 25. Transferability

GateGuard may sell or transfer all or part of this contract.

In the event the building changes management, ownership, or other forms of control this agreement remains in effect.

In the event any part of this contract is void for any reason the rest of the contract remains.

~~In the event Management Company takes on a new building as a client, these terms will apply to the new building(s).~~

## 26. Extended Timing

~~GateGuard has 465 business days to deliver and systems to each building. This shall start from the date of signing of this agreement. If the building, its staff, lobby, tenants, or outside factors such as street or building construction, or supplier delays, delay the delivery, the clock on these 465 days shall restart at the end of that delay. GateGuard may cancel, reject, deny or otherwise remove service to one or all buildings at any time.~~

## 27. Confidentiality

The terms of this agreement are confidential. You will not publish, share, or post these terms.

GateGuard may use the Recipients names and logos for branding the devices, marketing, and other purposes.

## 28. Name &amp; Assignment:

GateGuard may refer to this program under another brand name or licensee name.

GateGuard may license all or parts of the contract to another party or parties.

GateGuard may assign all or parts of the contract to another party or parties.

## 30. Not a Security System or Security Guard Replacement

This is not a security device and will not keep bad actors out of your property. This is not a replacement for a security system, or security guard service.

## 31. No Representation as to Laws. We do not recommend anything.

Regardless of what may be stated by us here or anywhere, you agree and accept it is entirely your responsibility to check and comply with the applicable laws, and we cannot and do not give legal advice, legal recommendations, recommendations of attorneys, or recommendations of any action of any kind..

## 32. INDEMNIFICATION AGAINST HACKING AND MALICIOUS ACTS BY INDIVIDUALS, ORGANIZATIONS, GOVERNMENTS, ETC

You acknowledge and agree that while we may make an intense effort to protect our devices, networks, connections, and data, you accept there is no possible way to ensure the security, trustworthiness, and reliability of any device, service provider, connection, ISP, chip maker, chip, code, component, or any item, individual, organization, country, or entity involved in any way or used in any way in the creation of any technology product. Therefore, you agree we are in no way responsible if any malicious or unintentional act or omission of any third party causes any damage to the device, your property, you, anyone at or near your property, your business, or in any other way that you may feel harms you. You accept that despite any and all efforts made, this technology is in constant "beta" state and subject to error, updates, hacking, and other failures, partial or complete. You acknowledge and agree that any information you send or receive during your use of the device may not be secure and may be intercepted or later acquired by unauthorized third parties.

## 33. NO COPYING. NON COMPETE

You agree not to enter into, partner with, invest in, purchase, fund, or otherwise engage in any access control business (smart locks, intercoms, door locks). You agree that if you do, personally, by any entity in which you hold shares or any control, by any entity which you advise or otherwise engage with, the full capital (all shares) of that entity and the intellectual property related to any access control systems or products becomes ours immediately.

You agree not to open, modify, photograph, publish, post, and/or share in any way the designs and/or details of any of our products.

You agree that any and all designs, technology, systems, methods, algorithms, brands, logos, molds, code that we represent as ours is in-fact ours and that you do not and will not make any intellectual property claims against us. You agree that you give us full and completely unlimited license to use, transfer, and gift your intellectual property to anyone.

~~34. NO STEVIE NICKS~~

~~You agree to never play any Stevie Nicks song in, near, for, or around any member of our team, or on any of our devices or networks. She really ruined that band.~~

32. ADDITIONAL DEFINITIONS

courier : Any delivery service or individual. Examples, but not limited to: UPS, FedEx, DHL, RDS, Lasership, Amazon (all), Walmart, Jet, Uber, takeout food delivery persons (independent contractors, restaurants, Seamless, UberEats, etc.), process servers, TaskRabbit, Homer, and anyone paid or compensated by salary, per-task fee, per-package, tip, gratuity, and/or combination of these.

Package Management: Any action, service, device, process, team, method required to manage the delivery, pickup, inventorying, tracking, and handling of packages.

Tenant: Includes, but is not limited to: Resident, Shareholder, Subtenant, Roommate, Guest, Visitor, Office Worker, Lease Holder, Staff.

Building: Includes but is not limited any structure on the Property, or the property itself.

Locker: A locker, cabinet, shelving system, closet, cage, box, monitored area (by placement of cameras), or any system deemed fit to store packages by GateGuard.

GateGuard Panel: A panel by GateGuard which can control building locks, which may (or may not) also include some or all of: face recognition, a screen, internet connectivity, a menu of tenants and ability to buzz them.

33. For information, questions or notification of errors, please contact:

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail and we will make an effort to reply within a reasonable timeframe: [support.team@GateGuard.xyz](mailto:support.team@GateGuard.xyz) or <http://GateGuard.xyz>